

# EXHIBIT A

# Arbitration Agreement

Franchisee partners with a third party arbitrator to manage employee grievance. At its core, arbitration is a form of dispute resolution. Arbitration is the private, judicial determination of a dispute by an independent third party. An arbitration hearing may involve the use of an individual arbitrator or a tribunal.

A tribunal may consist of any number of arbitrators, though some legal systems insist on an odd number for obvious reasons of wishing to avoid a tie. One and three are the most common numbers of arbitrators. The disputing parties hand over their power to decide the dispute to the arbitrator(s). Arbitration is an alternative to court action (litigation), and generally, is final and binding.

1. To ensure expedient and cost-effective resolution of any dispute that may arise between \_\_\_\_\_ (the “Company”) and the undersigned employee (the “Employee”), the Company and the Employee hereby agree to enter into this arbitration agreement (the “Arbitration Agreement”) as of \_\_\_\_\_, 2020.
2. The Company and the Employee both give up and waive the right to sue in court (including jury trial) in connection with any claims arising out of or related to this agreement and/or their employment relationship (the “Claims”). Instead, the Company and the Employee agree to resolve the Claims by arbitration in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association, in which neither class nor collective proceedings will be permitted. All Claims between the Employee and the Company shall be heard in a single arbitration proceeding. Claims by different employees of the Company will be heard in separate arbitration proceedings. Judgment upon the award may be entered in any court having jurisdiction thereover.
3. The Claims include, but are not limited to any wage claim, any claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with employment discrimination, sexual harassment, civil rights, age, or disabilities, and any other claim that could otherwise be resolved by a court.
4. This Arbitration Agreement does not negate or otherwise negatively impact the Employee’s right to file an administrative charge with many state and federal agencies, such as the Equal Employment Opportunity Commission (EEOC) and the National Labor Relations Board (NLRB).
5. Any arbitration proceeding shall be held in the place of employment or in such other place as the parties hereto may agree, unless applicable law requires otherwise. The terms of the parties’ employment relationship shall be governed by the laws of the State of employment.



6. In any such arbitration, each party will be solely responsible for payment of his/her/its own counsel fees, with the costs of arbitration born equally by the parties.

7. The parties agree that the arbitrator's decision is final and hereby waive any right to appeal that decision. This Arbitration Agreement does not apply to non-waivable claims, such as claims related to workers' compensation or unemployment compensation.

8. In making this Arbitration Agreement, the Employee recognizes that his or her employment and/or continued employment with the Company, as well as both parties' waiver of right to sue in court (including waiver of jury trial) serve as good and valuable consideration for the mutual obligations contained herein.

9. This Arbitration Agreement in no way alters the Employee's status as an at-will employee of the Company.

10. This Arbitration Agreement will be binding upon and inure to the benefit of all parties including the Employee's heirs, personal representatives, successors and assigns and Company's officers, directors, executives, employees, representatives, successors, agents, management companies, franchisors and assigns. This Arbitration Agreement may and will be assigned or transferred to, and will be binding upon and will inure to the benefit of, any successor of the Company, and any successor will be deemed substituted, for all purposes, as the "Company" under the terms of this Arbitration Agreement. As used in this Arbitration Agreement the term "successor" will mean any person, firm, corporation, or business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the assets of the business of the Company.

11. The Employee and the Company accept the terms and conditions of this Arbitration Agreement by signing in the space indicated below.

\_\_\_\_\_  
*Employee's Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee's Signature*



## Arbitration Agreement

I hereby acknowledge that I have reviewed the document and I understand and agree to all of its terms.

Employee Signature

jennifer

Date

January 2, 2025

E-signature form generated by

